

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/693-8320

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** 4

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN **VISTA FILARE, A COMMUNITY ASSOCIATION, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.**

**REPORT IN BRIEF:** Vista Filare, A Community Association, Inc. would like to enter into an agreement with the Town of Davie Police department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution  
Agreement for Traffic Control (owner/association signed)  
Document Prepared by Dee Vincente

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN VISTA FILARE, A COMMUNITY ASSOCIATION, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.**

**WHEREAS,** Vista Filare, A Community Association, Inc. and the Davie Police Department would like to enter into an "Agreement for Traffic Control"; and

**WHEREAS,** Vista Filare, A Community Association, Inc. has the authority to sign said agreement, and has done so; and

**WHEREAS,** the Davie Police Department requests the Mayor add his signature to said Agreement;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA**

**SECTION 1.** The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreement for Traffic Control," attached hereto as Exhibit A.

**SECTION 1.** This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002

**DAVIE POLICE DEPARTMENT**

1230 South Nob Hill Road

Davie, FL 33324

(954) 693-8200

FAX (954) 693-8399 (Road Patrol)

**AUTHORITY TO ENTER PREMISES AGREEMENT**

Vista Filare, a Community Association, Inc. a Florida Corporation,  
(Name of Corporation)

located at \_\_\_\_\_ Davie, Fl. Florida, hereby

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

**LEGAL DESCRIPTION OF PROPERTY**

(See example - "Exhibit A" attached)

Vista Filare, A Community Assoc, Inc. expressly understands and  
(Name of Corporation)

agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said



property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, Vista Filare, A Community Assoc, Inc. agrees to assist in the criminal prosecution of said offender.

Vista Filare, A Community Assoc, Inc. hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above described property by reason of lease, rental, assignment, contract, invitation, employment, etc.

Vista Filare, A Community Assoc, Inc. further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

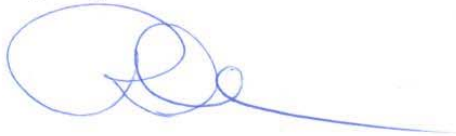
Vista Filare, A Community Assoc, Inc. agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

Vista Flare, A Community Assoc, Inc. expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. Vista Flare, A Community Assoc. further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of Vista Flare, A Community Assoc, Inc. a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.



Date

SUBSCRIBED AND SWORN TO BEFORE ME this 1st day of October, 2002



Notary Public





EXHIBIT "A"

A portion of a Plat of "The Grove Commercial Center at Davie" according to the plat as recorded in Plat Book 140 at Page 41 of the Public Records of Broward County, Florida. More particularly described as follows:

COMMENCE at the Southwest corner of Parcel "C" of said plat of "The Grove Commercial Center at Davie"; thence N00°21'21"W for 190.24 feet to the POINT OF BEGINNING; thence N89°38'39"E for 97.02 feet to a curve concave to the South, having a central angle of 90°00'00" and a radius of 25.00 feet; thence along said curve for a distance of 39.27 feet to a point known as POINT "A"; thence N89°38'39"E for 50.00 feet to the beginning of a curve concave to the East, having a central angle of 90°00'00" and a radius of 25.00 feet; thence along said curve for a distance of 39.27 feet; thence N89°38'39"E for 21.28 feet to a beginning of a curve concave to the North, having a central angle of 31°29'47" and a radius of 50.00 feet; thence along said curve for a distance of 27.49 feet; thence N58°08'52"E for 52.37 feet; thence N31°51'08"W for 25.00 feet to a point known as POINT "E"; thence N31°51'08"W for 25.00 feet to the beginning of a curve concave to the Northwest, having a central angle of 31°29'47" and a radius of 50.00 feet; thence along said curve for a distance of 27.49 feet; thence S89°38'39"W for 41.82 feet to the beginning of a curve concave to the Northeast, having a central angle of 90°00'00" and a radius of 25.00 feet; thence along said curve for a distance of 39.27 feet; thence N00°21'21"W for 10.10 feet; thence S89°38'39"W for 25.00 feet; to a point known as POINT "B"; thence S89°38'39"W for 25.00 feet to the beginning of a curve concave to the West, having a central angle of 90°00'00" and a radius of 25.00 feet; thence along said curve for a distance of 39.27 feet; thence S89°38'39"W for 70.00 feet; thence N45°21'21"W for 35.36 feet; thence S00°21'21"E for 105 feet to the POINT OF BEGINNING.

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EXHIBIT "A" - CONTINUED

A portion of a Plat of "The Grove Commercial Center at Davie" according to the plat as recorded in Plat Book 140 at Page 41 of the Public Records of Broward County, Florida. More particularly described as follows:

BEGINNING at POINT "A" as described before on EXHIBIT "A"; thence  $S00^{\circ}21'21"E$  for 175.77 feet to a beginning of a curve concave to the South, having a central angle of  $48^{\circ}58'17"$  and a radius of 100.00 feet; thence along said curve for a distance of 85.47 feet to the beginning of a curve concave to the Southwest, having a central angle of  $99^{\circ}43'33"$  and a radius of 25.00 feet; thence along said curve for a distance of 43.51 feet known as point "D" to the beginning of a curve concave to the Southeast, having a central angle of  $03^{\circ}36'41"$  and a radius of 1906.00 feet; thence along said curve for a distance of 120.14 feet to the beginning of a curve concave to the Northeast, having a central angle of  $125^{\circ}38'04"$  and a radius of 50.00 feet; thence along said curve for a distance of 109.64 feet; thence  $N00^{\circ}21'21"W$  for 175.78 feet; thence  $89^{\circ}28'39"W$  for 50 feet to the POINT OF BEGINNING.



— EXHIBIT "A" - CONTINUED —

A portion of a Plat of "The Grove Commercial Center at Davie" according to the plat as recorded in Plat Book 140 at Page 41 of the Public Records of Broward County, Florida. More particularly described as follows:

A strip of land 50.00 feet in width, 25.00 feet on each side of the following described centerline, BEGINNING at POINT "B" as described before on EXHIBIT "A"; thence  $N00^{\circ}21'21''W$  for 61.29 feet; to the beginning of a curve concave to the South, having a central angle of  $49^{\circ}34'21''$  and a radius of 305.00 feet; thence along said curve for a distance of 263.89 feet; thence  $N49^{\circ}13'00''E$  for 404.70 feet to the beginning of a curve concave to the East, having a central angle of  $23^{\circ}24'20''$  and a radius of 435.00 feet; thence along said curve for a distance of 177.70 feet; thence  $N72^{\circ}37'20''E$  for 63.22 feet to a beginning of a curve concave to the South, having a central angle of  $23^{\circ}24'00''$  and a radius of 435.00 feet; thence along said curve for a distance of 177.66 feet; thence  $S83^{\circ}58'40''E$  for 123.59 feet to the beginning of a curve concave to the Southwest, having a central angle of  $83^{\circ}39'34''$  and a radius of 75.00 feet; thence along said curve for a distance of 109.51 feet; thence  $S00^{\circ}19'06''E$  for 547.50 feet to the beginning of a curve concave to the North, having a central angle of  $79^{\circ}11'04''$  and a radius of 75.00 feet; thence along said curve for a distance of 103.65 feet; thence  $S78^{\circ}51'57''W$  for 139.46 feet to the beginning of a curve concave to the Northeast, having a central angle of  $32^{\circ}47'38''$  and a radius of 175.00 feet; thence along said curve for a distance of 100.16 feet to a point of reverse curve concave to the South, having a central angle of  $62^{\circ}26'36''$  and a radius of 181.00 feet; thence along said curve for a distance of 197.26 feet; thence  $S49^{\circ}13'00''W$  for 224.47 feet to the beginning of a curve concave to the North, having a central angle of  $11^{\circ}52'01''$  and a radius of 150.00 feet; thence along to said curve for a distance of 31.07 feet to a point of reverse curve concave to the South, having a central angle of  $12^{\circ}05'23''$  and a radius of 1881.00 feet; thence along said curve for a distance of 396.90 feet to a point known as POINT "C" as described on EXHIBIT "A3", and being the Point of Termination of Exhibit "A2".

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— EXHIBIT "A" - CONTINUED —

A portion of a Plat of "The Grove Commercial Center at Davie" according to the plat as recorded in Plat Book 140 at Page 41 of the Public Records of Broward County, Florida. More particularly described as follows:

COMMENCE at POINT "D" as described before on EXHIBIT "A1" which is the beginning of a curve concave to the North, having a central angle of  $01^{\circ}24'14''$  and a radius of 1906.00 feet; thence along said curve for a distance of 46.70 feet to the POINT OF BEGINNING, also the beginning of a curve concave to the North, having a central angle of  $63^{\circ}28'33''$  and a radius of 25.00 feet; thence along said curve for a distance of 30.31 feet to a point of reverse curve concave to the South, having a central angle of  $251^{\circ}35'17''$  and a radius of 50.00 feet; thence along said curve for a distance of 219.55 feet to a beginning of a curve concave to the South, having a central angle of  $02^{\circ}06'42''$  and a radius of 1906.00 feet; thence along said curve for a distance of 70.25 feet; thence  $N43^{\circ}07'04''W$  for 25.00 feet to a point known as POINT "C" as shown in Exhibit "A2"; thence  $N43^{\circ}07'04''W$  for 25.00 feet to the POINT OF BEGINNING.

240

— EXHIBIT "A" — CONTINUED —

A portion of a Plat of "The Grove Commercial Center at Davie" according to the plat as recorded in Plat Book 140 at Page 41 of the Public Records of Broward County, Florida. More particularly described as follows:

A strip of land 50.00 feet in width 25.00 feet on each side of the following described centerline: BEGINNING at a point known as POINT "E", described before on EXHIBIT "A"; thence N58°08'52"E for 58.87 feet to the beginning of a curve concave to the North, having a central angle of 08°55'52" and a radius of 75.00 feet; thence along said curve for a distance of 11.69 feet; thence N49°13'00"E for 334.21 feet to the beginning of a curve concave to the West, having a central angle of 49°32'06" and a radius of 75.00 feet; thence along said curve for a distance of 64.84 feet; thence N00°19'06"W for 230.13 feet to a point known as POINT "F", and being the Point of Termination of Exhibit "A4".

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EXHIBIT "A" - CONTINUED

A portion of a Plat of "The Grove Commercial Center at Davie" according to the plat as recorded in Plat Book 140 at Page 41 of the Public Records of Broward County, Florida. More particularly described as follows:

BEGINNING at POINT "F" as described before on EXHIBIT "A4";  
thence N89°40'54"E for 25.00 feet; thence N00 19'06"W for 71.80 feet to a beginning of a curve concave to the South, having a central angle of 62°48'05" and a radius of 25.00 feet; thence along said curve for a distance of 27.40 feet to the beginning of a curve concave to the Southeast, having a central angle of 13°15'59" and a radius of 410.00 feet; thence along said curve for a distance of 94.93 feet to the beginning of a curve concave to the Southwest, having a central angle of 130°27'54" and a radius of 25.00 feet; thence along said curve for a distance of 56.93 feet; thence N89°40 34"E for 25.00 feet to the POINT OF BEGINNING.



— EXHIBIT "A" - CONTINUED —

A portion of a Plat of "The Grove Commercial Center at Davie" according to the plat as recorded in Plat Book 140 at Page 41 of the Public Records of Broward County, Florida. More particularly described as follows:

COMMENCE at POINT "F" as described before on EXHIBIT "A4"; thence N89°40'54"E for 25.00 feet; thence N00°19'06"W for 71.80 feet to a beginning of a curve concave to the South, having a central angle of 62°48'05" and a radius of 25.00 feet; thence along said curve for a distance of 27.40 feet to the beginning of a curve concave to the Southwest, having a central angle of 10°08'21" and a radius of 410.00 feet; thence along said curve for a distance of 72.55 feet; thence N72°37'20"E for 63.22 feet to the beginning of a curve concave to the Southwest, having a central angle of 05°54'56" and a radius of 410.00 feet; thence along said curve for a distance of 42.33 feet to the POINT OF BEGINNING, also the beginning of a curve concave to the Southwest, having a central angle of 101°08'38" and a radius of 25.00 feet; thence along said curve for a distance of 44.13 feet; thence S00°19'06"E for 614.10 feet, to the beginning of a curve concave to the Northwest, having a central angle of 103°00'22" and a radius of 25.00 feet; thence along said curve for a distance of 44.94 feet to the beginning of a curve concave to the Southwest, having a central angle of 08°58'19" and a radius of 206.00 feet; thence along said curve for a distance of 32.26 feet to the beginning of a curve concave to the Southwest, having a central angle of 32°47'38" and a radius of 150.00 feet; thence along said curve for a distance of 85.85 feet to the beginning of a curve concave to the Northeast, having a central angle of 100°48'56" and a radius of 25.00 feet; thence along said curve for a distance of 43.99 feet; thence N00°19'06"W for 639.12 feet to the beginning of a curve concave to the Southeast, having a central angle of 93°48'40" and a radius of 25.00 feet; thence along said curve for a distance of 40.93 feet to the beginning of a curve concave to the South, having a central angle of 14°57'18" and a radius of 410.00 feet; thence along said curve for a distance of 107.02 feet to the POINT OF BEGINNING.

EXHIBIT "A" - CONTINUED

A portion of a Plat of "The Grove Commercial Center at Davie" according to the plat as recorded in Plat Book 140 at Page 41 of the Public Records of Broward County, Florida. More particularly described as follows:

COMMENCE at the Southwest corner of Parcel "C" of said plat of "The Grove Commercial Center at Davie"; thence S00°21'21"E for 500.93 feet to a point of curvature thence continue along a curve concave to the South, having a central angle of 42°01'52" and a radius of 1750.00 feet for an arc distance of 1283.77 feet to the POINT OF BEGINNING; thence continue along said curve having a for a central angle of 00°49'24" and a radius of 1750.00 feet for an arc distance of 25.15 feet; thence N00°19'06"W for 40.04 feet to a point on a curve concave to the South, its center bearing S00°52'41"W from said point; thence continue along said curve to the right having a central angle of 01°16'42" and a radius to 676.00 feet for an arc distance of 15.08 feet to a point of tangency; thence N89°35'39"E for 39.86 feet to a point on a circular curve concave to the South, its center bearing S36°28'11"W from said point; thence continue along said curve to the left having a central angle of 131°02'10" and a radius of 50 feet for an arc distance of 114.35 feet to the POINT OF



— EXHIBIT "A" - CONTINUED —

TOT LOT

A portion of a Plat of "The Grove Commercial Center at Davie" according to the plat as recorded in Plat Book 140 at Page 41 of the Public Records of Broward County, Florida. More particularly described as follows:

COMMENCE at the Southwest corner of Parcel "C" of said plat of "The Grove Commercial Center at Davie"; thence N00 21'21"W for 201.11 feet; thence N23 42'38"E for 211.85 feet; thence N49 13'00"E for 513.39 feet; thence N53 01'51"E for 132.92 feet; thence N72 37'20"E for 254.84 feet; thence S87 47'11"E for 132.93 feet; thence S83 58'40"E for 103.86 feet to the beginning of a curve concave to the Northeast, having a central angle of 01 49'49" and a radius of 6634.09 feet; thence along said curve for a distance of 211.92 feet; thence S00 07'52"W for 352.72 feet; thence S00 19'06"E for 509.51 feet to the POINT OF BEGINNING; thence S89 40'54"W for 144.56 feet; thence N26 49'16 "W for 37.69 feet to the beginning of a curve concave to the Southwest, having a central angle of 15 41'14" and a radius of 100.00 feet; thence along said curve for a distance of 27.38 feet; thence S78 51'57"W for 32.83 feet; thence S11 08'03 "E for 107.02 feet to the beginning of a curve concave to the South, having a central angle of 00 28'56" and a radius of 1750.00 feet; thence along said curve for a distance of 14.73 feet to a point, on a circular curve concave to the South, its center bearing N85 26'01"E from said point; thence continue along said curve to the right, having a central angle of 131 02'10" and a radius of 50.00 feet for a distance of 114.35 feet; thence N89 35'59"W for 105.06 feet; thence N00 19'06"W for 40.00 feet to THE POINT OF BEGINNING.

shown in said plat; thence run along said Right of Way line of West Park Boulevard as 89 35'59" West 144.92 feet to a point of curvature; thence continue along a circular to the right, having a radius of 676.00 feet, a central angle of 01 16'42" and an arc distance of 15.08 feet; thence South 00 19'06" East 40.04 feet, to a point being on a circular curve concave to the Southeast, its center bearing South 8 35'03" East from said point; thence continue along said curve to the left having a radius of 1750.00 feet and a central angle of 42 51'16" and an arc distance of 1308.92 feet to an intersection with the Westerly boundary of aforesaid Parcel D; thence run North 00 21'21" West 932.28 feet along said Westerly boundary and the Westerly boundary of aforesaid Parcel C, to a point of intersection; thence run North 23 42'38" East 211.86 feet, along the Westerly boundary of said plat of The Grove Commercial Center at Davie, to a point of intersection; thence run North 49 13'00" East 513.39 feet along said Westerly boundary, to a point of intersection; thence run North 53 01'51" East 132.92 feet along the Northerly boundary of said plat, to a point of intersection; thence run North 72 37'20" East 254.84 feet along said Northerly boundary, to a point of intersection; thence run South 87 47'11" East 132.92 feet along said Northerly boundary, to a point of intersection; thence run South 83 58'40" East 103.86 feet along said Northerly boundary, to a point of intersection with the arc of a curve running Easterly to the left, a radial at said point bearing North 06 01'48" East; thence along the arc of said curve to the left, having a radius of 6634.09 feet and a central angle of 01 49'49", run Easterly 211.92 feet, to the POINT OF BEGINNING.

**LESS:**

Commence on a point of intersection with the Easterly boundary of Parcel B and North Right of Way line of West Park Boulevard as shown in said plat; thence run along said Right of Way line South 89 35'59" West 144.92 feet to a point of curvature; thence continue along a circular curve to the right, having a radius of 676.00 feet, a central angle of 01 16'42" and an arc distance of 15.08 feet; thence South 00°19'06"

East 40.04 feet, to a point being on a circular curve concave to the Southeast, its center bearing South 8 35'03" East from said point; thence continue along said curve to the left having a radius of 1750.00 feet and a central angle of 8 46'08" and an arc distance of 267.83 feet TO THE POINT OF BEGINNING, said point being on a circular curve concave to the Southwest, its center bearing South 81 56'01" West from said point; thence continue along said curve to the left having a radius of 50.00 feet, a central angle of 59 40'53" and an arc distance of 52.08 feet to a point of reverse curvature; thence continue along a circular curve to the right having a radius of 796.00 feet, a central angle of 1 47'58" and an arc distance of 25.00 feet to a point of reverse curvature; thence continue along a circular curve to the left having a radius of 50.00 feet, a central angle of 98 04'40" and an arc distance of 85.59 feet to a point of reverse curvature; thence continue along a circular curve to the right having a radius of 150.00 feet, a central angle of 49 31'04" and an arc distance of 129.64 feet to a point being on a circular curve concave to the Southeast, its center bearing South 24 30'30" East; thence continue along a circular to the right having a radius of 1750.00 feet a central angle of 7 09'18" and an arc distance of 218.54 feet to the POINT OF BEGINNING.

Said lands situate in the Town of Davie, Broward County, Florida,

LESS THE FOLLOWING PROPERTY: [SEE NEXT PAGE]

angle of  $42^{\circ}01'52''$  and a radius of 1750.00 feet for an arc distance of 1283.77 feet to the POINT OF BEGINNING; thence continue along said curve having a for a central angle of  $00^{\circ}49'24''$  and a radius of 1750.00 feet for an arc distance of 25.15 feet; thence  $N00^{\circ}19'06''W$  for 40.04 feet to a point on a curve concave to the South, its center bearing  $S00^{\circ}52'41''W$  from said point; thence continue along said curve to the right having a central angle of  $01^{\circ}16'42''$  and a radius to 676.00 feet for an arc distance of 15.08 feet to a point of tangency; thence  $N89^{\circ}35'39''E$  for 39.86 feet to a point on a circular curve concave to the South, its center bearing  $S36^{\circ}28'11''W$  from said point; thence continue along said curve to the left having a central angle of  $131^{\circ}02'10''$  and a radius of 50 feet for an arc distance of 114.35 feet to the POINT OF BEGINNING.



## AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and Vista Vitare, A Community Assoc., INC (hereinafter referred to as the "Association"), agree on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, to enter into the following Traffic Jurisdiction Agreement.

**WHEREAS**, Association is a Homeowners Association pursuant to Chapter 720.301(7), Florida Statutes, and is the entity established by the Amended and Restated Declaration of Covenants and Restrictions of Imagination Farms to promote the health, safety, welfare, comfort, social and economic benefits of its members, and to maintain the common areas of Imagination Farms and to enforce the Covenants and Restrictions of the community; and

**WHEREAS**, the Association currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

**WHEREAS**, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Association; and

**WHEREAS**, the Association wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

**WHEREAS**, pursuant to Florida Statutes §316.006(2)(b), Association wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

### WITNESSETH

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Association agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.

4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Association, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.
6. The Association agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The Association agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Association expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Association a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

\_\_\_\_ BY: \_\_\_\_\_ Signature  
TITLE:

Print Name

ADDRESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTESTED BY:

\_\_\_\_\_  
TOWN ATTORNEY

Approved as to form and legality for the use and  
reliance of the Town of Davie, Florida, only

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by \_\_\_\_\_, of the Town of Davie, Florida, a municipal  
corporation of the State of Florida, who is \_\_\_\_\_ personally known to me, or who has produced  
\_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:



WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ASSOCIATION:

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Oct., 2002,  
by ROSE MORA of VISTA FILARE HOA, who is  
personally known to me, or who has produced \_\_\_\_\_ as identification, and  
who did/did not take an oath.



Ruth M. Bettini  
NOTARY PUBLIC, State of Florida  
RUTH M. BETTINI

Type, Stamp, Print Name

MY COMMISSION EXPIRES: